

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
Clerk of the Superior Court
SEP 29 2023
By: B. Orihuela, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO – CENTRAL DIVISION**

SCOTT MILES STOUT AND DERRICK ALLEN FELTON, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

THE GEO GROUP, INC., a Florida corporation, doing business in California as GEO CALIFORNIA, INC.; SDCC MIDDLE BLOCK, LLC, a Delaware limited liability company; and DOES 1-20, inclusive,

Defendants.

Case No. 37-2019-00000650-CU-CR-CTL

Assigned for All Purposes to:
Judge Kenneth J. Medel
Dept. C-66

CLASS ACTION

[PROPOSED] FINAL ORDER AND JUDGMENT

Complaint Filed: January 4, 2019

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

WHEREAS, the Court, having considered the Settlement Agreement filed April 11, 2023 (the "Settlement") between and among Class Representatives, individually and on behalf of the Settlement Class, and Defendants The GEO Group, Inc. and SDCC Middle Block, LLC ("Defendants") (collectively, the "Settling Parties"), the Court's Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), having held a Final Approval Hearing on September 29, 2023, and having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

- 1. Plaintiffs' Motion for Final Approval of Class Action Settlement is GRANTED.
- 2. This Order and Judgment incorporates herein and makes a part hereof, the Settlement Agreement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Order and Judgment.
- 3. The Court has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement Agreement, to settle and release all claims released in the Settlement Agreement, and to dismiss the Action with prejudice.

I. NOTICE TO THE SETTLEMENT CLASS

4. The Court finds that notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement Agreement including its Release, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement Agreement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the

1 requirements of the United States Constitution (including the Due Process Clause), and any other
2 applicable law.

3 **II. FINAL APPROVAL OF THE SETTLEMENT**

4 5. The Court finds that the Settlement Agreement resulted from arm's-length
5 negotiations between Class Counsel and Defendant.

6 6. The Court hereby finally approves in all respects the Settlement Agreement as fair,
7 reasonable, and adequate, and in the best interest of the Settlement Class.

8 7. The Court finds that Class Representatives and Class Counsel fairly and adequately
9 represented the interests of Settlement Class Members in connection with the Settlement
10 Agreement.

11 8. The Settling Parties shall consummate the Settlement Agreement in accordance with
12 the terms thereof. The Settlement Agreement, and each and every term and provision thereof,
13 including its Release, shall be deemed incorporated herein as if explicitly set forth herein and shall
14 have the full force and effect of an order of this Court.

15 **III. RELEASE**

16 9. Upon the Effective Date, the named Plaintiffs, any Settlement Class Member, any
17 person claiming or receiving a benefit under this Settlement, and any other representatives of any
18 of these persons, whether individual, class, direct, representative, legal, equitable or any other type
19 or in any other capacity, other than any such person who is a Settlement Class Member that does
20 timely and properly opt-out from the Settlement, shall be deemed to have, and by operation of this
21 Order and Judgment shall have, fully, finally, and forever released, relinquished, acquitted, and
22 discharged the Released Parties of any and all claims, demands, actions, suits, petitions, liabilities,
23 and causes of action that the Releasing Parties have or held as of the date this Court enters this Final
24 Order and Judgment, whether known or unknown, suspected or unsuspected, that are reasonably
25 related to the allegations of the SAC.

26 10. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement
27 Class Member, including Class Representatives, shall, either directly, indirectly, representatively,
28 as a member of or on behalf of the general public, or in any capacity, be permanently barred and

1 enjoined from commencing, prosecuting, or participating in any recovery in, any claim or action in
2 this or any other forum (other than participation in the settlement as provided herein) in which any
3 Released Claim(s) is/are asserted.

4 **IV. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS**
5 **REPRESENTATIVES' SERVICE AWARDS**

6 11. The Court awards attorneys' fees of \$2,640,000, reimbursement of costs and
7 expenses in the amount of \$ 224,237.12, totaling \$ 2,864,237.12, and payment
8 of a service award in the amount of \$10,000 to each Class Representative. The Court directs the
9 Settlement Administrator to pay such amounts in accordance with the terms of the Settlement. Class
10 Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the
11 attorneys' fees, costs, and expenses awards by the Court among Plaintiffs' counsel of record in the
12 Action.

13 **V. OTHER PROVISIONS**

14 12. Without affecting the finality of this Judgment in any way, the Court retains
15 continuing jurisdiction over the Settling Parties and the Settlement Class for the administration,
16 consummation, and enforcement of the terms of the Settlement Agreement.

17 13. In the event the Effective Date does not occur, this Order and Judgment shall be
18 rendered null and void and shall be vacated and, in such event, as provided in the Settlement
19 Agreement, this Order and Judgment and all orders entered in connection herewith shall be vacated
20 and null and void, the Settling Parties shall be restored to their respective positions in the Action,
21 all of the Parties' respective pre-settlement claims and defenses will be preserved, and the terms and
22 provisions of the Settlement Agreement shall have no further force and effect with respect to the
23 Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and
24 any judgment or order entered by the Court in accordance with the terms of the Settlement shall be
25 treated as vacated, *nunc pro tunc*.

26 **IT IS SO ORDERED.**

27 Dated: **SEP 29 2023**

By: **Kenneth J. Medel**

HON. KENNETH J. MEDEL
JUDGE OF THE SUPERIOR COURT